



State of Utah

**Department of
Natural Resources**

MICHAEL R. STYLER
Executive Director

**Division of
Oil, Gas & Mining**

JOHN R. BAZA
Division Director

JON M. HUNTSMAN, JR.
Governor

GARY R. HERBERT
Lieutenant Governor

March 27, 2007

Mr. Barry Peterson, President
Gold Star Stone, Inc.
1450 S 600th W
Oakley, ID 83346-9761

Subject: Request for Small Mine Reclamation Contract, Gold Star Stone, Inc.,
Sierra Starlight Quarry, S/003/049, Box Elder County, Utah

Dear Mr. Peterson:

Division approval of the reclamation surety cannot occur until the completed, signed and notarized small mine reclamation contract (MRRC) is received. The MRRC was mailed to you on March 5, 2007.

Please direct your immediate attention to this important permitting matter. For questions and/or a response to this letter, please contact Ms. Beth Ericksen, (801) 538-5318 or bethericksen@utah.gov.

Sincerely,

Daron Haddock
Permit Supervisor
Minerals Regulatory Program

DRH:BE:pb

#2 fed ex

Enclosures:

cc: Beth Ericksen, DOGM
Lynn Kunzler, DOGM

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FedEx
Tracking
Number

854032815787

Form
I.D. No.

0200

Sender's Copy

1 From Please print and press hard.Date 3-29-07 Sender's FedEx Account Number 305939820Sender's Name Vickie Southwick Phone (801) 538-5304Company NR Division of Oil, Gas & MiningAddress 1594 West North Temple STE 120
Dept./Floor/Suite/RoomCity Salt Lake City State UT ZIP 84114**2 Your Internal Billing Reference**

First 24 characters will appear on invoice.

OPTIONAL

3 To
Recipient's Name Barry Peterson Phone (208) 862-3393Company Gold Star Stone IncAddress 1450 South 600th West
To "HOLD" at FedEx location, print FedEx address. We cannot deliver to P.O. boxes or P.O. ZIP codes.

Address _____ Dept./Floor/Suite/Room

City Oakeley ID State ID ZIP 83346-9761Try online shipping at fedex.com

By using this Airbill you agree to the service conditions on the back of this Airbill and in our current Service Guide, including terms that limit our liability.

Questions? Visit our Web site at fedex.com
or call 1.800.Go.FedEx® 800.463.3339.**4a Express Package Service**Packages up to 150 lbs.
Delivery commitment may be later in some areas.☐ FedEx Priority Overnight Next business morning ☐ FedEx Standard Overnight Next business afternoon ☐ FedEx First Overnight Earliest next business morning delivery to select locations☐ FedEx 2Day Second business day ☐ FedEx Express Saver Third business day
FedEx Envelope rate not available. Minimum charge: One-pound rate**4b Express Freight Service**Packages over 150 lbs.
Delivery commitment may be later in some areas.☐ FedEx 1Day Freight* Next business day ☐ FedEx 2Day Freight Second business day ☐ FedEx 3Day Freight Third business day

* Call for Confirmation:

* Declared value limit \$500

5 Packaging☐ FedEx Envelope* ☐ FedEx Pak* Includes FedEx Small Pak, FedEx Large Pak, and FedEx Sturdy Pak ☐ Other**6 Special Handling**

Include FedEx address in Section 3.

☐ SATURDAY Delivery Available ONLY for FedEx Priority Overnight and FedEx 2Day to select ZIP codes☐ HOLD Weekday at FedEx Location NOT Available for FedEx First Overnight☐ HOLD Saturday at FedEx Location Available ONLY for FedEx Priority Overnight and FedEx 2Day to select locations

Does this shipment contain dangerous goods?

One box must be checked.

☐ No ☐ Yes As per attached Shipper's Declaration ☐ Yes Shipper's Declaration not required ☐ Dry Ice Dry Ice, 9, UN 1845 _____ x _____ kg ☐ Cargo Aircraft Only

Dangerous Goods (including Dry Ice) cannot be shipped in FedEx packaging.

7 Payment Bill to:

Enter FedEx Acct. No. or Credit Card No. below.

☐ Sender Acct. No. in Section 1 will be billed. ☐ Recipient ☐ Third Party ☐ Credit Card ☐ Cash/CheckFedEx Acct. No.
Credit Card No.Exp.
Date

Total Packages

Total Weight

Total Declared Value†

\$ _____ .00

FedEx Use Only

† Our liability is limited to \$100 unless you declare a higher value. See back for details.

8 Release Signature

Sign to authorize delivery without obtaining signature.

By signing you authorize us to deliver this shipment without obtaining a signature and agree to indemnify and hold us harmless from any resulting claims.

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RETAIN THIS COPY FOR YOUR RECORDS.

Terms And Conditions

Definitions On this Airbill, "we," "our," and "us" refer to Federal Express Corporation, its employees, and agents. "You" and "your" refer to the sender, its employees, and agents.

Agreement To Terms By giving us your package to deliver, you agree to all the terms on this Airbill and in our current Service Guide, which is available on request. You also agree to those terms on behalf of any third party with an interest in the package. If there is a conflict between the Service Guide and this Airbill, the Service Guide will control. No one is authorized to change the terms of our Agreement.

Responsibility For Packaging And Completing Airbill

You are responsible for adequately packaging your goods and properly filling out this Airbill. If you omit the number of packages and/or weight per package, our billing will be based on our best estimate of the number of packages we received and/or an estimated "default" weight per package as determined by us.

Responsibility For Payment Even if you give us different payment instructions, you will always be primarily responsible for all delivery costs, as well as any cost we incur in either returning your package to you or warehousing it pending disposition.

Limitations On Our Liability And Liabilities Not Assumed

- Our liability in connection with this shipment is limited to the lesser of your actual damages or \$100, unless you declare a higher value, pay an additional charge, and document your actual loss in a timely manner. You may pay an additional charge for each additional \$100 of declared value. The declared value does not constitute, nor do we provide, cargo liability insurance.
- In any event, we will not be liable for any damage, whether direct, incidental, special, or consequential in excess of the declared value of a shipment, whether or not Federal Express had knowledge that such damages might be incurred including but not limited to loss of income or profits.

We won't be liable:

- for your acts or omissions, including but not limited to improper or insufficient packing, securing, marking, or addressing, or those of the recipient or anyone else with an interest in the package.
- if you or the recipient violates any of the terms of our Agreement.
- for loss or damage to shipments of prohibited items.
- for loss, damage, or delay caused by events we cannot control, including but not limited to acts of God, perils of the air, weather conditions, acts of public enemies, war, strikes, civil commotions, or acts of public authorities with actual or apparent authority.

Declared Value Limits

- The highest declared value allowed for a FedEx Envelope and FedEx Pak shipment is \$500.
- For other shipments, the highest declared value allowed is \$50,000 unless your package contains items of extraordinary value, in which case the highest declared value allowed is \$500.
- Items of extraordinary value include shipments containing such items as artwork, jewelry, furs, precious metals, negotiable instruments, and other items listed in our Service Guide.
- You may send more than one package on this Airbill and fill in the total declared value for all packages, not to exceed the \$100, \$500, or \$50,000 per package limit described above. (Example: 5 packages can have a total declared value of up to \$250,000.) In that case, our liability is limited to the actual value of the package(s) lost or damaged, but may not exceed the maximum allowable declared value(s) or the total declared value, whichever is less. You are responsible for proving the actual loss or damage.

Filing A Claim YOU MUST MAKE ALL CLAIMS IN WRITING and notify us of your claim within strict time limits set out in the current Service Guide.

You may call our Customer Service department at 1.800.Go.FedEx® 800.463.3339 to report a claim; however, you must still file a timely written claim.

Within 90 days after you notify us of your claim, you must send us all the information you have about it. We aren't obligated to act on any claim until you have paid all transportation charges, and you may not deduct the amount of your claim from those charges.

If the recipient accepts your package without noting any damage on the delivery record, we will assume the package was delivered in good condition. For us to process your claim, you must make the original shipping cartons and packing available for inspection.

Right To Inspect We may, at our option, open and inspect your packages before or after you give them to us to deliver.

Right Of Rejection We reserve the right to reject a shipment when such shipment would be likely to cause delay or damage to other shipments, equipment, or personnel; or if the shipment is prohibited by law; or if the shipment would violate any terms of our Airbill or our current Service Guide.

C.O.D. Services C.O.D. SERVICE IS NOT AVAILABLE WITH THIS AIRBILL. If C.O.D. Service is required, please use a Federal Express C.O.D. Airbill.

Air Transportation Tax Included A federal excise tax when required by the Internal Revenue Code on the air transportation portion of this service, if any, is paid by us.

Money-Back Guarantee In the event of untimely delivery, Federal Express will, at your request and with some limitations, refund or credit all transportation charges. See current Service Guide for more information.